



WASHOE COUNTY

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CM/ACM KS
Finance DN
DA PCP
Risk Mgt. DC
HR N/A
Other N/A

STAFF REPORT

BOARD MEETING DATE: January 13, 2015

DATE: December 19, 2014
TO: Board of County Commissioners
FROM: Andrew Mink, District Manager, Operations, Community Services Department, 785-4512, ext. 101, amink@washoecounty.us
THROUGH: Eric Crump, Division Director, Operations
Community Services Department, 328-2182, ecrump@washoecounty.us
SUBJECT: Approve the Statement of Intent to Participate Swan Lake Nature Study and Resource Management Area and authorize the Director of the Community Services Department to sign the Statement of Intent on behalf of the County and to sign any subsequent and related documents.
(Commission District 5.)

SUMMARY

In March of 1999, Washoe County partnered with the Bureau of Land Management, Nevada Division of Wildlife (now Nevada Department of Wildlife), Lahonton Audubon Chapter of the National Audubon Society, Nevada Office of the Military, Washoe County School District, and City of Reno to enter into a Memorandum of Understanding (MOU) (attached) for resource preservation and management of the Swan Lake Nature Study Area. The Statement of Intent to Participate carries the County's intent forward to participate in the Swan Lake Nature Study Area Advisory Board. The Swan Lake Nature Study Area Advisory Board has broadened the scope of the management area to include Silver Lake which is also managed in part by Washoe County.

Washoe County Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

On October 7, 2014, the Open Space and Regional Park Commission recommended approval of the Statement of Intent to Participate, Swan Lake Nature Study and Resource Management Area.

On May 22, 2001, the Board of County Commissioners (Board) approved renaming Lemmon Valley Marsh and Playa to Swan Lake Nature Study Area; approved the Swan Lake Nature Study Area Master Plan Update; and authorized an Interlocal Agreement for Swan Lake Nature Study Area between Washoe County and Bureau of Land Management, Nevada Army National Guard and City of Reno for joint natural resource preservation and management of Swan Lake Nature Study Area.

On March 23, 1999, the Board approved the Lemmon Valley Marsh and Playa Master Plan and a Memorandum of Understanding between Washoe County, Bureau of Land

AGENDA ITEM # 5F1

Management, City of Reno, Lahontan Audubon, Nevada Department of Wildlife, Nevada Division of Military and Washoe County School District for joint planning and preservation of Lemmon Valley Marsh and Playa.

BACKGROUND

Swan Lake Nature Study Area (SLNSA) is a playa/wetland system positioned near an urban setting. Situated in Lemmon Valley and located 14 miles northwest of downtown Reno, this historic wetland has served as a nesting and migratory bird stopover since prehistoric times. Its importance to wildlife is demonstrated by its Audubon designation as an Important Bird Area and by the 150 avian species that use the wetland and its surrounding uplands to inhabit, nest, breed, and use as a migration stop-over.

In the early 1990's local birders identified the potential of Swan Lake not only as a place to sight birds, but its importance as part of the inland flyway. This led to the creation of a nature study area for the preservation of wildlife, habitat protection, environmental education, and outdoor recreation.

The Advisory Board is comprised of a variety of organizations and individuals that collaboratively manage the land and sensitive natural resources at Swan Lake Nature Study Area. The Advisory Board has been working since early 1990 to protect and manage the roughly 1,200 acre Swan Lake Nature Study Area for wildlife protection and public recreation and are guided by goals defined in a jointly created, multi-jurisdictional Master Plan that was last updated over ten years ago. The Advisory Board includes The Bureau of Land Management, Nevada Army National Guard, Washoe County, Lahontan Audubon, Nevada Department of Wildlife, Nevada Land Conservancy, City of Reno, Lemmon Valley Homeowners and Washoe County School District. The partnership was established in 1999 through a Memorandum of Understanding for joint planning and preservation of this unique area.

FISCAL IMPACT

There is no additional fiscal impact associated with approval of the Statement of Intent to Participate. Park staff currently patrols and performs general maintenance at Swan Lake and Silver Lake using existing funds from 140713 (Peavine Operations) and 140630 (Peavine Maintenance).

RECOMMENDATION

It is recommended the Board of County Commissioners approve the Statement of Intent to Participate Swan Lake Nature Study and Resource Management Area and authorize the Director of the Community Services Department to sign the Statement of Intent on behalf of the County and to sign any subsequent and related documents.

POSSIBLE MOTION:

Should the Board agree with staff's recommendations, a possible motion would be: "Move to approve the Statement of Intent to Participate Swan Lake Nature Study and Resource Management Area and authorize the Director of the Community Services Department to sign the Statement of Intent on behalf of the County and to sign any subsequent and related documents."

Swan Lake/Silver Lake location map



Lemmon Drive

Swan Lake

Stead Airport

Lear Blvd.

Military Road

Moya Blvd.

Lear Blvd.

Silver Lake

Red Rock Road

**STATEMENT OF INTENT TO PARTICIPATE
SWAN LAKE NATURE STUDY AND
RESOURCE MANAGEMENT AREA**

This Statement of Intent to Participate is made and entered into on _____ of 2015 by _____ the signing party, representing _____ (and herein after referred to as _____), with the intent to participate as a member of the Swan Lake Nature Study Area Advisory Board (Board).

By signing, this party agrees that its membership shall continue until such time as it notifies, in writing to the current chairman of the board, its intent to suspend participation.

It is the acknowledged intention of this party and all others who agree to participate in the Board to preserve, manage and to develop the resources of the Swan Lake Resource Management Area (RMA). The RMA shall be defined as that geography which covers both Swan Lake and Silver Lake. The Board's obligation shall be to preserve and develop this RMA as an outdoor passive recreation (bird watching, hiking and equestrian), educational and interpretation area and wildlife habitat area to be managed by Washoe County in cooperation with the Bureau of Land Management (BLM), Nevada Land Trust (NLT) and the Nevada National Guard (NNG).

The party intends to participate as follows:

- A. Actively participate as a Board Member and shall adhere to the By Laws of this organization.
- B. As a Board Member, will advise Washoe County and partnering agencies and organizations on design of facilities and on guidelines and policies for the operation and management of the RMA.
- C. Agrees to further the mission and vision of the Swan Lake Nature Study RMA and work towards implementing the updated Master Plan for this area.
- D. Will look for funding opportunities; be it grants, donations or agency contracts which will help implement the Swan Lake Master plan and provide funding for its operation and maintenance.
- E. As a Board Member, will assist in providing technical expertise, as appropriate for your skill set, for the operation and management of the Swan Lake RMA.
- F. Will work towards a common goal to promote environmental education regarding the importance of the Swan Lake RMA for wildlife, wetlands and passive recreation.
- G. Will continue to work with other local stakeholders, area homeowners and agencies to promote the Swan Lake RMA.

To the extent permitted by law and regulation (State and Federal), by becoming a member of the Board, this party agrees to negotiate and enter into appropriate agreements to apportion liability for risk, and indemnity agreements, based upon the party or member's activities, responsibilities and involvement.

Printed Name

Date

Signature

Organization Name (please print)

**MEMORANDUM OF UNDERSTANDING
LEMMON VALLEY MARSH AND PLAYA
SWAN LAKE NATURE STUDY AREA**

This Memorandum of Understanding is made and entered into this second day, of April, 1999, by and between Bureau of Land Management, USDI, hereafter referred to as "BLM"; and City of Reno, hereafter referred to as "Reno"; and Lahontan Audubon Chapter of the National Audubon Society, hereafter referred to as "Audubon"; and Nevada Division of Wildlife, hereafter referred to as "NDOW"; and Nevada Office of the Military, hereafter referred to as "Military; and Washoe County, hereafter referred to as "Washoe; and Washoe County School District, hereafter referred to as "Washoe School."

WITNESSETH

WHEREAS, it is the declared and acknowledged intention of all parties named herein to preserve, manage, and to develop the the resources of the Lemmon Valley Marsh and Playa as an outdoor education/interpretive area to be managed by Washoe County in cooperation with BLM and the Military; and

WHEREAS, this Memorandum of Understanding delineates each party's role and responsibility in the acquisition of land, design of facilities, construction of facilities, and long term resource management and operation and maintenance of facilities.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree to the following participation:

1. EACH PARTY WILL:

A. Cooperate in establishing and participating in the Lemmon Valley Marsh Advisory Board, to include establishment of By Laws for the Advisory Board. The Board will advise the Washoe County Park Commission and the operating agencies on design of facilities, and on guidelines and policies for the operation and resource management of the Marsh.

B. To the extent permitted by law and regulation (State and Federal), the parties agree to negotiate and enter into appropriate agreements to apportion liability for risk, and indemnity agreements, based upon each respective party's activities, responsibilities, and involvement.

2. Bureau of Land Management will:

A. As a major land owner in the marsh area and a key partner in the development of the outdoor education/interpretive area therefore agree to the extent consistent

with the laws governing the administration of public lands to enter into a Cooperative Management Agreement with Washoe County and the Military.

B. When applicable assist in seeking funds to develop both park facilities and interpretive programs and funding for wildlife habitat management.

C. Assist in providing technical expertise in wildlife habitat management and in the development of interpretive signage.

3. City of Reno will:

A. As a key partner in providing the necessary water resources to the Marsh allocate via the Lemmon Valley Marsh Effluent Agreement (Dated 3-16-1999), 490 acre feet of reclaimed water to the Marsh and 3 cfs of stream flow from the "UnNamed Creek" to the Marsh.

B. Assist in the protection of the Marsh environment through implementation of specific standards regarding the "Edge" treatment of future development adjacent to the Marsh.

4. Lahontan Audubon Chapter of the National Audubon Society will:

A. Provide the lead role in coordinating and encouraging national recognition in designating the Marsh as a National Bird Sanctuary.

B. Provide the lead role in seeking the renaming of Lemmon Lake back to its' original name Swan Lake and/or the naming of developed area the "Swan Lake Nature Study Area".

C. Assist in securing grants and providing volunteer services for the Marsh.

D. Provide expertise in bird habitat when implementing the interpretive master plan.

E. Develop the educational program in cooperation with Washoe County School District's Science Coordinator.

F. Provide the financial and/or volunteer support to construct an observation deck at the Marsh.

5. Nevada Division of Wildlife will:

A. Provide technical expertise for the support of the project with respect to wildlife management, wetlands development and water modeling as it effects wetland function.

B. Provide technical expertise for interpretive signage and educational materials and/or programs.

C. When applicable assist in seeking grants for the development of wetlands, facilities and programming that may occur at the Marsh.

6. Nevada Office of the Military will:

A. As a major land owner of the Marsh area support the Marsh project by allocating Military land for trails as outlined in the Master Plan and agree to the extent consistent with the laws governing the administration of military lands to enter into a Cooperative Management Agreement.

B. Seek financial support for the Marsh for selected aspects of the project with Military Environmental Project Funds as they are made available.

C. Participate in the adopting of guidelines and policies for the management of the Marsh resources as it relates to military training missions and possible closures.

7. Washoe County will:

A. As the purveyor of Regional Park facilities will take a lead role in the acquisition of access easements and the primary staging area for the Marsh.

B. Enter into a Cooperative Management Agreement with BLM and the Military for the development and operations of the Marsh.

C. Provide the lead role in coordinating and administering the design and development of the lands owned or leased by Washoe County for the Marsh project.

D. Cooperate and assist in the establishment of the Lemmon Valley Marsh Advisory Board and all other necessary inter agency agreements.

E. Explore the opportunity for acquisition and exchanges of land to further the conservation of the Marsh and Playa.

F. Administer funds as available by the Board of County Commissioners, Symms Trail Grant (\$22,000) or other sources approved by the County Commission.

8. Washoe County School District will:

A. Seek potential funding from grant sources to aid in education program development.

B. Utilize the new State and local Science Standards in the planning and design of the interpretive area.

C. Allocate time for science coordinator and outdoor specialist to cooperatively work with the Audubon Society in the development and planning of interpretive educational programs.

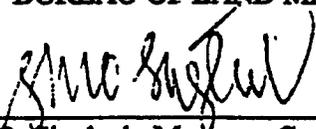
9. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations.

10. The participants will review this MOU at least every five years to determine its adequacy, effectiveness and continuing need. If all participants agree there is a continuing need, it may be extended or renewed.

11. The terms of this MOU may be renegotiated at any time at the initiative of one or more of its participants, following at least 30 days notice to the other participants.

12. This MOU may be canceled at any time by one or more of its participants, following at least 30 days notice to the other participants.

FOR: BUREAU OF LAND MANAGEMENT



John O. Singlaub, Manager, Carson City Field Office
Bureau of Land Management

FOR: CITY OF RENO



Jeff Griffin, Mayor
City of Reno

FOR: LAHONTAN AUDUBON SOCIETY



Jim Eidel, President
Lahontan Audubon Society



Ken Pulver, Past President
Lahontan Audubon Society

FOR: NEVADA DIVISION OF WILDLIFE

Terry Crawford, Administrator
Nevada Division of Wildlife

FOR: NEVADA OFFICE OF THE MILITARY

Drennan A. Clark
Drennan A. Clark, The Adjutant General
Nevada Office of the Military

FOR: WASHOE COUNTY

Jim Galloway
Jim Galloway, Chairman
Washoe Board of County Commissioners

FOR: WASHOE COUNTY SCHOOL DISTRICT

Dr. Jim Hager
Dr. Jim Hager, Superintendent
Washoe County School District
